AVGSMATHA SMARRIL THER MEDICED AND A WARRENCE AND A

RATES OF WHARFAGE.

The whatfowners of this City and Brooklyn are pe titioning the Logislature for an increase in the rates of wharfege. They have encoseded in procuring a re-pent from a majority of the Committee on Commerce and Navigation, in the Senate, in favor of a bill which doubles the existing rates and creates new charges in the loading and unloading of cargo for the benefit of the wharfowner. The practical result will be, if the bill becomes a law, that a vessel which now pays four dollars per day for wharfage will pay, under the new system, nine dollars and a half; a difference which, upon the entire shipping of the port, will amount to

an increase of about a million of dollars per annum. This is a song sum for the Legislature to put into the pockets of our worthy fellow-citizens who, together with the Corporation, own the wharves at which the commerce of New-York does its chief business. It may seem rather a strange thing to some persons that private individuals should have anything to do with the rental of the public wharvos, which would appear to be one of the most direct and legitimate sources of public revenue. The explanation is historical. Most d the present water fronts, on each side of the city, are upon land which has been made by filling out from the original water time by the riparian oweers, who, for the expense of making the soil, became its owners; and the right of extending piers and wharves into th rivers was in many instances an incident of the owner ship of the water front. Those who built the wharves did not, however, acquire any title to them beyond the right to collect such wharfage as the Legis ature might direct to be paid; and the use of the wharves was, of course, open to all vessels. The Legislature, in permitting private owners to build the wharves and colleot the rent, simply intended to secure, for the benefit of commerce, proper accommodations for all vessels, and to give to those who were at the expense of builfing and maintaining there accommodations a proper compensation and return. It cannot for a moment be supposed that the entire commerce of the city was to be taxed upon any supposed value of the wharves, as property, beyond the cost of their construction and those everlasting meddlers, "the authorities," putting support. Accordingly, the rates established in 1801, and which regulated the wharfage in reference to the tunnage of the vessels, have remained unchanged to this day, so far as the scale or method of computation is concerned; but, as the size of vessels and the num ber of vessels increased, the receipts of the wharfowners have been vastly swelled, and the incossant demand for berths secures to them a constant succession of tenants, and provides an unfailing source of The Harbor Commissioners recently estimated the

average rent of the wharves at fourteen per cent upon their cost. This does not estisfy the wharf owners. They want to double upon the amount. In 1851, they asked the Legislature to advance the rates thirty-three and a third per cent; the application was unsuccessful The wharf owners seem to suppose that it failed be cause they asked too little, and to correct the error they now very coolly propose a hundred per cent as the scale of increase. What do they propose to do in return? A million of dollars judiciously expended on the wharves and in dredging out the slips, &c., would very materially improve their espacities and usefulness, and would thus benefit commerce. But, by one of those strange fatalities which seem destined to attend all the legislative schemes of our enterprising citizens for their own advantages, the public interest is entirely overlooked. The little section which ough to be in this little bil, providing for something to be done by the wharf owner where there is so much to be paid by the shipowner, has been forgotten. Commerce is to pay its million into private peckets and to the Corporation, and there is the end of the law.

The shipowners and merchants who are concerned in foreign commerce very naturally complain of this summary method of raising the rent, without any covenants for repairs. But the imposition, though it falls first on the shipowners, will reach the producers of all the great staples of exportation by a direct and certain process. Whatever increases the expenses of the shipping must be felt by the shipper, and borne by him in the shape of increased freight and charges. The amount which the proposed increase would add to the wharfage of vessels during the next twelve months equals the entire annual canal tolls of the State upon all agricultural products. The present condition of our foreign trade does not justify any such new tax. A sharp competition is now going on between the wheat-growing countries on the Black Sea and our own for the supply of breadstuffs to Western Europe. The Russian Government are aiding, by the constru tion of railroads, to render this rivalry still more for midable. In the face of such competition, and of the depressed condition of the whole shipping interest, the proposition to levy a new tax upon our commerce seeins singularly inopportune and oppressive.

CITY ITEMS.

Mr. Everett's cration on "The Early Life of Frank lin" will be given to night, at the Academy of Music. We have received a copy of an engraving on a cel, by H. W. Smith, of the large portrait of Mr. Everet taken from life by M. Wight. It is executed in the highest style of art, and is a fine likeness. The picture will be on exhibition to night at the entrances to the Academy, and may be had of the artist's agent, No. 37

Bull's HEAD .- The number of cattle yarded in Forty-fourth street on Tuesday was not far from 2,400, which indicated a rather smaller supply than was in thanket the previous week, and consequently the mar-ket was a little better for owners, though the asking prices were about the same-that is, at the rate of 10] wille, a pound rel for such as will make the first quality, except extra, of retail market beef. Some extra fire fat Kentu ky Durham steers sold at prices, we think, equivalent to 12 le, a pound. The supply first-class cattle this week is not sufficient for the demand, which will account for the fact of the market being better, while for the medium and inferior grader it is probable that owners to-day will insist that the market is no better: and if any very material addition to the number reported yesterday should be added, there is not much doubt but it will be worse. A good many of the cattle yarded yesterday were offered at prices only equivalent to 81 #9c. a pound net. Notwithstanding the cold rainy afternoon of Taesday, there were a good many cattle sold to butchers, as as they say, at a shade higher rates than last weekthe cattle brokers generally think at just the same rates. Our Albany cattle market report shows the receipt of fresh cattle there (2,224) just what it was on the previous Monday, to which add, for stale cattle and distillery cattle, 350 head; and it appears that very few were sold to go East, fro n which we "guess" there will be an addition to the stock here to day, and if so, prices will decline.

The Childrens' Aid Society, we observe, are still sending their little colonies to the West, with small causes between the expeditions. Their off ris to hance fit the friendless and noneless children of New-York know no relaxation. An interesting party of boys of hader age left the city yesterday afternoon for the prairie land of the West, under the charge of Mr. Charles O'Connor, an agent of the Institution. Many poor boys have been rescued from destitution and it toe often consequent vice during the "hard times" the season which has now nearly passed, and in good bomes with new friends, they live in the enjoyment of blessings to which they had been strangers, and will return to the public at no distant day an hundred fold more than has been expended in sending them to these happy homes and friends. The funds and wardrobe of the Society are on constant requisition, and of course, needs constant replenishment, of waich the benevolent and all who feel for these poor children, should be aware.

HANDSOME CONPLINENT .- A few days since, the combers of New-York Lodge, F. A. M., presented to Dr. Charles D. Brown a fine service of plate, consisting of a tea set costing \$500. Mr. Brown has been

master of the Lorge for several years, and has worthily earned this handsome recognition. The plate is on exhibition at Tiffany's.

Homopusoy. -One Hildebrand, doubtless a lineal descendant from the puguacious Pope of that name. has been arrested in this city for eating horse-flesh. And why? Is there say law declaring it a crime to est horses? Is there even a plausible pretext for as suming that horse stoaks are not quite as good as similar aliges from stump tailed cows? Certain people eat rate; others anakes; others still devour their kind; yet, aside from the "thou shalt not kill," as applicable to the rossting of your neighbor, where is the orime in all this ome iverousness? Many years ago Moses prescribed a bill of fare, which is still quoted by some as authority; yet, most people delight in the spare-ribs, hams, chines and chops of the anatiest animal excluded from the Jowish larder-the beast most unlikely of all four-footed things to tempt a stomach decently regardful of cleanliness. And now the hog eater proscribes the horse-eater, and with his stomach roturd with pig, curses his hippophagous neighbor for a cannibal. Common belief strong that in the gayest and most refined city in the world, horseflesh has long been an important ingredient in its apician cui ine, and that its cooks and gourmands scarcely deny the fact. Yet, no Frenchman is born with a mane, ror do the mercurial Parisians show a more stable character than whed horses were uncaten Then, wherefore persecute Hildebrand? Does it hacome a justice, his fair round belly with good-perhap: canine sansages hand, to sit in judgment upon our dinners and legally nose our chops and fillets? Is the Police to assume the ation of our taster, and to pounce upon us at our tables? When we proposed that drugged liquor should be banned by the statute, we were told that sumptuary laws were edions, unconstitutional [that tremendons word has knocked the breath out of many a splendid idea), and not to be telerated; that if people chose to drink logwood dye, and die thereby, they had the "inalienable right" to do so; yet here we have a man with an immense name and an unbounded etomach in duress for trying to eat a horse. Officious policemen have found a mare's nest, and the town logs with horrid tales of the brawny Tenton, whose ancestors taught bim the custom, making bouillon from his steed. When discased swill-fed cows, exceedingly juvenile calves and measly pork are in the market-and when are they not !- in vain do we ery, Where are the Police? But if a man proposes, on his own private account, equise ragout, why that is a horse of another color, to which the authorities interpose a decided Nay, and the trembling offender is hauled to a one-horse court, or taken before the Mayor, on a charge of eating his charger, and locked up to eigest his offense. We sympathize with Hildebrand, the viotim of Police inhospitality.

A Frast or Far THINGS .- Capt. Coulter of the Twentieth Ward Police, learning, on Monday evening, that a German named Jacob Hildebrand had killed, kinned, and cut up a horse, at his enacty in Forty-fifthst., between Sixth and Seventh avenues, sent an officer thither to arrest him. Mrs. Hildebrand told the officer that they had cut up the animal for their own use, and that some soup which they had made from a portion of the carcass was very good. Hildsbrand was arrested and held to bail for violating the corporation ordinances. Yesterday morning the Twentieth Ward Police took the horse most to the Property Clerk to be disposed of for the benefit of the Department. The Deputy Superintendent ordered it to be sent to the

REAL ESTATE. The following sales were made yesterday at the Merchants' Exchange, by Messre.

yesterday at the Merchants' Exchange, by messer,

A. J. Bleecker, Son & Co.:

On N. W. cor. Sthaw and Sits at. Slots, with building \$10,750

On Sith at 18 lots and sores 8. a 126 6 E. from 15thaw. 8,600

On 5th st. 7, thouse and 2 lots S. s., bet. 8th and 3thaw. 5,450

On Switch at. 1 house and 2 lots S. s., bet. 8th and 3thaw. 6,450

On 5that, 4 lots N. s., 150 feet W. 3thaw, each. 1,500

On 5thaw, 2 lots W. s., 50,5 N. 65that, each. 850

At Glenville, Conn., house and 50 acres. 5,450

Alzo, by Adrian H. Muller:

House and lot No. 14 Oregoest, 25x100. 500

Mon.

CURIOUS DETECTION OF A HORSE-TRIEF .- On Monlay evening, while Officer Forshay was on duty in the Third Ward, an old man, slightly intoxicated, came up and told him that his name was Asher Danley, that he was a hostler by prefession, and that on Friday last be stole a stallion valued at \$1,000 from the stable of Mr. Jos. F. Muir, at Chatham, Union County, New-Jersey. This theft, he said, was committed for the benefit o Daniel French, and his reason for making the robbery anourn was because French was so mean as to offer him only \$2 50 for his trouble. Mr. Forsbay took the old man to the Station-House, where he stated the case in detail, and informed Capt. Hopkins that the horse might be found at a stable in Rayard street, page the Bowery, and that French had a horse and wagon of his own at a stable in Washington street. The proprietors of these stables were seen by the police, and the old man's statements verified so far as the finding of the stallion and the horse and wagon. Of course the stable-keepers were notified to detain the animals, and if Frezen came to send for an officer. He did call soon after for his horse and vehicle, when the proprietor of the stable sent for an officer. A stableman, however, gave French information that an officer was on his track, and he succeeded in escaping through the stable yard to the Jersey Hotel, where he was known, and thence into Court andt street. About 6 o'clock on Tuesday morning, Officers Jourdan and Wool dridge tracked bim to Moss's Hotel, corner of Bayard street and the Bowery, and took him into custody. He stated, when arrested, that he bought the horse of Danley for \$80, and 10 gallons of brandy. It appears that he has tried to sell it for \$500. The animal is said to be worth over \$1,000. Mr. Muir has been in this city, in search of the animal ever since Sunday last.

THE ELECTION FOR ASSISTANT ENGINEERS.

he Editor of The N. Y. Tribune.

In: In consequence of informalities in the returns overal Companies, it was impossible for the Inspectors to you an earther return. We now take pleasure in giving you rect return of the candidates elected for Assistant Euclidean Companies.

Daniel Donovan, 2,710 votes—elected.
John Decker, 2,945 votes—elected.
M. Illiam Hacket, 2,642 votes—elected.
M. Illiam Hacket, 2,642 votes—elected.
Edward W. Jasobs, 1,764 votes—elected.
Edward W. Jasobs, 1,764 votes—elected.
Edward W. Jasobs, 1,764 votes—elected.
Stepmen Mitchell, 1,723 votes—elected.
Stepmen Mitchell, 1,723 votes—elected.
John Salvet, 1,666 votes—elected.
Francis Clars, 1,664 votes.
John Caucaush, 1,674 votes.

10. John Baude, 1,084 votes.
12. John Cavanagh, 1,084 votes.
12. John Cavanagh, 1,084 votes.
13. James R. Moure, 1,525 votes.
14. James R. Moure, 1,525 votes.
15. John Wildey, 1,087 votes.
16. John Wildey, 1,087 votes.
17. Clark Vanderbiff, 081 votes.
18. Theodore A. Krese, 622 votes.
19. Theodore A. Krese, 622 votes.
19. Theodore A. Krese, 622 votes.
19. Theodore A. Krese, 622 votes.
10. John Feeney, 441 votes—elected.
10. John Bauch, 2,77 votes—elected.
10. John Bauch, 2,77 votes—elected.
10. John Hamill, 474 votes.
10. John Hamill, 474 votes.
10. John Bauch, 2,77 votes—elected.
10. John Hamill, 474 votes.
10. John Bauch, 2,77 votes—elected.
10. John Bauch, 2,77 votes—elected.
10. John Hamill, 474 votes.
10. John Bauch, 2,77 votes—elected.
10. John Bauch, 2,77 votes—elected.
10. John Hamill, 474 votes.
10. John

Accipint.-James Beck, a hand on board the Coop Wen. D. white correspond on Monday night in handing has into och, at the fort of Forty seventh street, N. R., fell overboard etweet the vessel and the pier, and was badly crushed. He has eat earl to Bellowine Hamphal.

STEALING & WATCH -On Monday evening Officer STEALING A WATCH.—Or around years of a warry warr from a list marre Samuel White trying to dispose of a lady's sold bearing watch. The youngeter said It was stalen by another boy from a student at Princeton University, ent as me lated to explain how it came into als passession, Justice Connelly held him for examination.

[Advertisement]

BRADY'S GALLERIES. PROTOGRAFES,
AMEROTYPES AND DAUGHRECOVYPES.
Nos. 205, 300 and 665 Broadway, New York, and No. 332 Pecugivania-av., Washington, B. C.

GURNEY'S NEW PHOTOGRAPHIC AND FINE ART GALLERY, No. 707 Brondway, first block below the New-York Hotel. Photographs, Daguerreotypes, Ministures in Gil and Ivorytypes.

A. W. FABER'S Lead Pencils, sold at retail by ters. At wholesale only by ESERMARD FARER, sole agent, No. 123 William et.

ADMIRABLE COMBINATION.—The entertain-

ments by the new company at Barsours Museum From "grave to gay from lively to severe," and all so well executed they artent the highest praise. This Arranson and Evintum, the most requisite and choice variety of Comedies and Farous, Songs, Dantes, &c.

GAS, GAS, GAS FIXTURES.—We expect to surpass of acressing states. Price to surpass of acressing train. Prices to set al. Call at our great Depot, No. 376 Broadway. Wanner Price to Co. Successions to Archer, Warner & Co.

THE METALLIC TABLET STROP-Invented by

A PHONOGRAPHIC REPORTER, who writes a landsome long-hend, and at least stary words a misute to Pinnegraphy, and again correctly, may learn of a Struction by applying presently or by letter to Fow Lea and Wells, No. 201 Broadway.

DISCHARGES FROM THE EAR AND PARTIAL William Sivey, No. 76 Courtianties: Capt. Charles Anderson, on bearf the steamer Thomas H. Pewell.

Dr. H. Hell's anglew, Auburn, N. Y., Mr. James R. Burils, Grass Works, Colveno; Mr. James Bornett, Pessant Valley, bear Poughteepsie: Mr. B. F. Steppenson's citid, Jacksonwille, 14, H. P. Herotrau, eag., counted at law, No. 15 Chambers et., New York City: Seth Falms, broker and coltor, Chinaco; Mr. Hawley's wife and Fred. Dean, Sprinzfield, H., Mho Rabenta, D. Howard, Fairhaven, Mass.; Miss Sarak Swelles, Nantocket; Sies Prince, Portland, Me. Dr. Hawritze will receive calls from Ca. m. until 4 p. m. at its residence, No. 25 Cilnton-place, west of Broadway.

New-York, March 8, 1859.

Strangers in the City can obtain correct PHREot outcas. Examinations, with claris and full writter dear-ors of claracter, including defects, self-cultivation and chai pursuits, daily at Fowners & Williams, No. 308 Broadway,

LAW INTELLIGENCE

THE STEPHENS WIFE-POISONING CASE.
COURT OF OYER AND TERMINER. March h. Befor SECOND DAY.

The People, &c., agt. James Stephens.

The Court was well attended yesterday to hear the further examination of witnesses in this case. After some little discussion in regard to the exclusion of unexamined witnesser, which the Court decided to be entirely a matter of discretion, the proceedings com-

menced.

Dr. Josiah S. Cadmus of No. 125 Levizgton avenue was sworn, and said—I knew the prisoner and his wife, having attended the latter about a year previous to her death; I attended her twice, on the 6th and 7th of September, 1857, but do not recollect by whom I was called, nor whether I prescribed; but her symptoms was sighteen at the atomach, and nauses; I did not called nor whether I presented that a symptomic were sightness at the atomset, and nausea; I did not call a third time, because I was not requested to; I had done service for Mr. Stephens some years previous, for which he refused to pay the full amount of the bill, because I had not brea called to every visit; I did not consider her case to be a dangerous one at the time, and it was my impression that her general health and here order are was a large-wined woman; health and been good; ane was a large-sized as to whether landanum would have been a proper medicine to prescribe under her circumstances, I am not prepared to answer, for I do not recollect; there was no symptom that left any decided impression on

was to symptom that left any decided impression on my mind.

Dr. Francis W. Iremonger, of No. 117 East Thirty-third street, was next sworn—I visited the wife of Mr. Stephens four or five days before her death, and found her symptoms to be names, vomiting and peculiar sensations about the stomach; she was considerably delitated, and said very little; I do not recolled any of her words, nor how she appeared about the mouth and lipe, nor whether she asked for drink; the usual symptoms of poisoning by attenic—though they vary in overy case, and and or two of which are frequently wanting—are pain over the region of the stomach, insymptoms of possessing by arsence—though they vary in every case, and one or two of which are frequently wanting—are pain over the region of the stomach, increased by pressure, a burning sensation in the throat, a great desire for cold drinks, rest-lessness, interse maxiety, and toward the last inflammation, which extends to the lower bowels, followed by collapse of the extremities and death. I did not suspect at the time that she had taken arsenic, though she had inflammation, which might have been caused by arsenic, I melerstood that she had been sick about two weeks. I visited ber three times; and the only prescription I recollect was that of a Spanish fly blister over the stomach, which relieved her considerably. She comited less frequently, and her pains were less. (Several prescriptions in writing from the apothecary were here handed to witness, which he identified as his handwriting.) I did not call a fourth time because I was told that my services were not furitime because I was told that my services were not fur-ther wanted. I saw her last, probably thirty ax hours ther wanted. I saw her last, probably thirty, ax hours before her death, and wrote a certificate of burial tae day after that occurred, in which the cause was stated as inflammation of the stomach. Mrs. Stephens was a large fieldly woman and appeared weak and debilitated. The prisoner I think was present at all my visits except one, at which these he came in as I wagoing out. I did not see her hody between this time and the Coroner's request, after it had been exhumed.

Cross-examined by Mr. Ullman—The vomiting caused by taking arsenic was sometimes accompanied by blood and sometimes not. Subphate of Quinne, as

by blood, and sometimes not. Supparts of Comme, as it is sold in the shops, has, sometimes, areains as an ingredient. Quinine is used as a tonic, arsenic is also, in certain doses. It is not an uncommon thing for physicians to give certificates of death, though they had not seen the patient for some time, from west they know of the case, and from the respectability of

the family.

Cross-examined by Mr. Ashmead-I did state at the Cross-examined by Mr. Ashmead -I did state at the Corener's Jury (as reported in one of the papers) that from what Mr. Cardweil said I was sorry I had given the certificate of death; and that I had no suspicion at the time that Mrs. Stephens had been poisened; there is no adulteration in the manufacture of quinine, to my knowledge; in regard to Fowler's Solution (which was on the proceriptions) I do not know what are the adulterations sold; Mrs. Stephens was better at my last visit; I know Misses Sophia and Fatry Bell, the latter of whom was present at most of my visits; there was no antimunial compound, I think, in the medicines I prescribed. the medicines I prescribed. To Mr. Shuffer—Diarrhea does usually follow

oning by arsenic: Mrs. Stephens, at the time I treased ter, was in a dangerous condition, though I did not hink she would die; Mrs. Stephens a case was neither

think she would die; All's. Stephens a case was helither cholers, bediers morthus nor billious choids. Stephen H. Vandenhoff, of the firm of Shipley & Vandenhoff, corner of Third avenue and Twenty-sev-enth street, was then examines—He recognized the prescriptions sent in by Dr. Iramonger, and certified the stricks put up by them were pure, as they had tested them.

sted them. Miss Sopoja Bell was sworn, and said—I reside at No. 69 Third avenue; am 25 years of age; was born in Ireland, and have been in this country three years; in Ireland, and have been in this country three years; I was the viece of Mrs. Stephens; I received seeing Mr. Stephens at my father's house, in Cavan County, Ireland, where he was married to my annt about eleven years ago: Mr. and Mrs. Stephens have been in this country about seven years; in answer to a letter to my parents in Ireland, which stated that Mr. Stephens had been very kind to me, I was requested to place myself under the guidance of Mr. and Mrs. Stephens; I am a seamstress and dressmiker, and dissume work of that description at the time Mrs. Stephens first sickened, which was at No. 166 East Twenty-seventh street. Dr. Cadmus was the first niverventh street. Dr. Cadmus was the fi-scian that attended her, and his first call w s in my presence, in the foreneon; he was call at Mr. Stephens's suggestion, who said that she (Mrs. Stephens) had been complaining, and must have a Stephene) had been complaining, and must have a doctor; Mrs. Stephens did not want a physician, and went away to market, leaving word to that effect, she teld the doctor when she returned that there was semething wrong with her chest, but he said he could discover nothing of any importance; Mrs. Stephens weighted 169 pounds two or three months previous to her death, and had always been in the habit of working in her own family; had never been sick except at the birth of her child, which was on the very day that I arrived in this country; she seemed to be getting worse after Dr. Cadmus left off attending her at her last sickness; she said she had a pure in her chest that felt like a rolling ball of fire, and that it seemed to move upward into her throat until she thought she could touch it with her finger, which sinesation became more and more painful until she died; she first made the expression, 'ball of fire,' shortly after Dr. I remorger commenced to attend her, and complained of the sensation continually. Dr. Irecomplained of the sensation continually. Dr. Ire-monger attended her during the greater part of the week in which she died. She said frequently, that it she would neither ext nor drink, she thought she would be better, as sating and delabing the could she would neither eat nor drink, she thought she would be better, as eating and drinking affected her in such a manner as to make her vomit, when she would strain so hard that she had to take had upon the bed. Sometimes not a moment after eating she vemited; sometimes larger. Q. Did you see Mr. Stephens give her frait. Mr. Ashmead objected to the question, and objec-tion writined.

tion several defected to the question, and copies
tion several and the several and the several during her sickness I was working at dressmaking at Mrs. Merriters, in
Fifty-second street; my sister, Fanny Bell, was home

with Mrs. Stephene during the day; I was home, I think, the week previous to my cont's death, during the time. Dr. Remonger visited my sout; it may be three days.

Q Did you see Mr. Stephene give your sount any SUPPRME COURT-STREET TERM-MARCH R.-Reference.

foce! [Objected to, and objection overrules.] A. I saw Mr. Stephens give her drinks, but I don't recollect of seeing him give her anything to eat; he gave her tes, lager beer, and every kind of drink-learon ade, buttermik, coffee, I saw Mr. Stephens give her pills after Dr. Cadmur called, but I don't know what

ade, bettermilk, coffee, I raw Mr. Stephens give acrepills after Dr. Cadmur called, but I don't know what they were.

Q. Do you know of any bing given her in her drinks? A. Yes Ser-landanum, my agut was monoing at the lime, and Mr. Stephens said she would feel better if she could get askeep, and he said he would feel better if she could get askeep, and she would feel better if she could get askeep, and she would feel better if she could get askeep, and she would feel better if she give it to her in lager heer critea; this was about a week before her deeth; the day previous to her death I was away, and left word with Mr. Stephens that if she grew worse to send for me: I hastened to my another room to see her, and when I came in it was dark; my aunt was lying on the bed, and breathing very hard. Mr. Stephens was there, as I supposed, giving her something in a trumbler; he told me to leave the room, that my aunt was askeep, and I did so: I was frightened because my annt was breathing hard, and in a few moments after I returned to the room, and found Stephens sitting with his arms on his knees and his head leating down; I left soon after A Mr. and Mrs. Pullman: I could hear my ann't breathing in the riting room, and she said I must not let my aunt lie in that position, as it would exhaust her; when Mrs. Pullman left I ran into the room, raised my anat's read and shoulders up, and said I was determined to speak to her; after getting her awake, she asked me where I had been all day, that I had not come to see her; she put her arms around me; said she was gelen to do deep and with the care of her child where I had been all day, that I had not come to see her, she put her arms around me, said she was galeg to die, and wished me to take care of her child (witness exhibited much emotion); she asked me, wherever I was, if I could, she wished me to do whatever I could and take care of her; she committed her to my care; she then asked to ree my sister Farmy. I brought her in; she threw her arms around her, and she said she would meet us both in Heaven, as she was going to die [with much feeling]; she asked sister and myself if we would not sing some hymn for her, and we did not this was about 9 o'clock in the evening; while we were singing, Mr. Armstrong, who was the class leader in the Twenty-seventh-street Church, of which my saint; then Mr. her, came in; he prayed with my sinter was a member, came in; he prayed with my sunt; then Mr. Stephens, his elster, Mrs. Hanna, and his niece, Maria Hanna, came in; previous to their coming in, a saxed Mr. Armstrong to leave the room, as my sunt vomited and her bowers began to act; I was in the sitting-room

and her bowels began to act; I was in the sitting-room when my sunt died.

Q. Du you hear any noise before your aunt died? A. I die. [Objected to by Mr. Ashmead.] Mr. Stepheus came in; she threw her arms sround him, alseed him and said she hoped he would meet her in beaven; several times during the course of the evening my aunt vemited and had discherges from her bowels; my aunt said that at times she feit quite cold and numb, and with no feeling on one side; she asked me to raise her up; the only means I had of doing so was to get on the bed, put my arms under her, and raise her; the last time I did so, as I hed her boack, she gave a shrink, and it out my arms under ner, and reaches the favor a shrink, and it frightened me; it was the wish of Mr. Stephens and Mrs. Hanns to keep her still; she asked several times to speak loud, that she could not hear; it was during the carkness when she died, my sister Fanny and Mrs. Hanns were in the room when she died.

Hanns were in the room when she died.

Q. Did anything occur after your aunt's death that

attracted your attention?

A. About a quart of black liquid came out of her mouth; she was then lying on the floor in her room on her back, and her back was turned over to let it came out more freely; as I was about to lay my aunt come out more freely; as I was about to lay my aunt out. I found a tour bler under the chest used for a table; I examined the tumbler: I cannot say whether it was lager beer or landanum; I know the smell of laudanum; the day previous to her death Mr. Stepheas speke to me of Dr. Iremonger; he asked me to stop at Dr. Iremonger; as on my way up and say to him that if he wanted him he would send for him; I said I would not do so and he took up his hat and said if would go homell; anhangungth headed me sagin or would not do so and he took up his hat act said the would go himself; subsequently heasted me sgain on the stoop to stop, and I said I would not, I was going to ride; I took the cars up. Mr. Stephena's conduct to my aunt was not sea husb and should be to a wife; he refused ride; I took the cars up. Mr. Stephena's conduct to my anni was not sea husband should be to a wife; he refused to take her out anywhere; spoke to her roughly; once when he had been thus speaking to her he said he wished she was dead; this was two or three months before Mr. Stephena's sickness; he commonly used rough language to his wife; he commenced to do so some time previous to her death; I noticed it more during the 10 or 12 months I was fiving there; I do not know my sunt's age at the time of her death, but on the coffin was 16; Mr. Stephens said that he was 32 years of age; Samual Cardwell was paying his addresses to me, and visited me at Mr. Stephens's house; I first saw him at the pionic of our church, the summer previous to the September in which my aunt died; after my aunt's death, about a month, Mr. Stephens said he wished me to remain at home, and not go out to work; he wished to engage me as there were other ladies in Third avenue who wished to nave him and he did not want to offend them; after my aunt's death a day was fixed for my marriage with Mr. Cardwell at the street Methoust church; the minister was not at home; it was known to a great many that I was to be married on that day; I was not married that day because of an anonymous letter written to Mr. Cardwell the day previous by Mr. Stephens; this is the letter new produced; it is Mr. Stephens; this is the letter new produced; it is Mr. Stephens; this is the letter and then returned to me with this letter for an explanation.

Mr. Standard proposed to read the letter in evidence,

to make this letter and the returned to me what this letter for an explausion.

Mr. shaffer proposed to read the letter in evidence, but after proceeding with a few liness, owing to an objection, the reading was postponed until after the examination of Mr. Cardwell.

Witness-After this my brother, Robert Bell, Mr. Witness—After this my brother, Robert Bell, Mr. Cardwell and myself, left the city to go to Mr. Durlin's, in Orange County; I can't remember whether my sunt vomited previous to Dr. Iremonger's coming or not size vomited a great deal, about a half basin full at a time; the color of the matter was different, sometimes cark and sessetimes yellowish; she vomited once in Dr. Iremonger's presence; Mr. Stephens was present many times when she vomited; I sid not notice particularly the smell; the matter was emptied late the stop pail and carried into the street; Mr. Stephens carried the basin with the vomited matter to the winned the basin with the vomited matter to the wincarried the basin with the vomited matter to the window several times, and called my attention to some
little red specks, which he said he thought was some of
her liver; be took a straw and drew up what appeared to be little pieces of flesh to the side of the
basin; I cannot say whether it contained any mucus
or not; she complained of a burning is the heart, and
the Dector ordered a plaster for the pit of her stomach on the sunday previous to her death; she complained of thirst up to the morning of her death; she
first hegan to be drowsey just before her death; when first began to be drowsey just before her death; when she looked at as she looked very sharp; sometimes she looked rather excited, and at other times rather she looked rather excited, and at other times rather excessors: I heard her complain of the coldness of her feet a week before her death; she frequently said, chaing her hands, that they felt queer; the night she died she said her about they felt queer; died she said her whole side was numb; she said she thought queer why it was her feet and hands were so cold, and she asked my sister to get a hot iron for her; she compraised of a sweat on her hand; there was a supression of her urine during her sickness; when in health her lips were naturally thin, and had fullen in by the loss of her teeth; before her death I asked Dr. tenth her night were instartantly thin, and had taken by the loss of her teeth; before her death I asked Dr. remonger if he did not notice her lips were swollen? the said he did not; after Dr. Iremonger left my aunt he said he did not; after Dr. Iremonger left my aunt called for a glase, and said I was right, that her lips were sweller; the fecal matter which passed her was very offensive in sinell; it was dark in color on the morning of her death, and appeared as if it was mixed with blood; I do not recollect of her speaking to any one after she gave the shink of which I spoke; previous to this she saked me where Mr. Cardwell was; I neked her if she wanted to say anything to him about me, and she said no, that she could not speak any harm of me; at that moment she had a any harm of me; at that moment she had a laughing expression of counterance; when he gave my acut the first laudanum she did not drink of it; I caraont the first laudanum she did not drink of it; I carried it to her; she tasted it, and asked me it I gave it to her; I said Mr. Stepheus gave it to me for ner; she said to take it away, and rever give her anything with laudanum in again; her discussings from the bowels were painful to her; I know William Knex; he is a cousin of mine; I know of Mr. Stephens sending Knex to the room of my sister Fanny and myself after midnight; I asked him sabsequently for an explanation and could gain nothing satisfactory. Mr. Stephens afterward threw it up to my sister and myself that Mr. Knex had been in our room all night; he prought it up as much as to say be would keep us brought it up as much as to say he would keep us afraid of him in that way; he sail he would sink our cheracter in the estimation of the people of the church
-that we were to leave his house, on that constion
William Knor came into the room, and lall across the
foot of the bed; he said that Mr. Stephens had sent
him there: Mr. Knor and Mr. Stephens had a conversation better this, and I can almost swear that I beard Stephens tell Knox to come to our room; when I spoke to Stephens after, I told him what Knox had said; Stephens made to defined, when Knox come into the room he said Mr. Stephens had sent him in; I remained at Stephens's house about six months after my anot died; we then went to Mrs. Sperman's, in Third avenue: we boarded there until the 2d or 3d of July, when m beether arrived, I then went to Mrs. Levi's, taking beother arrived, I then went to Mrs. Lavis, taking a part of the house over her store, myself, sister and Fanny making it our house, we ramaned there until about five days before the day I was to be married: I now brard at No. 63 Third avenue; he objected in every way that he could to myself and sister leaving the house, up to the time when we did leave; he never alineed to Mr. Cardwell in my presence, but I heard that he did to others: Mr. Knor did not undress the same to my recess, he had average on the out-

then he came to my room; he laid across, on the out-ide of the bed; I took a light into my auct's room

Julge DAVIES. A WIROW OFFIES ONE THOUSAND DOLLARS FOR A

GOOD HUSBAND.

Robert G. Nellis agt. Geo. Cropse and Ann Cropse his wife, This is one of the most curious cases that has been before the Court in many years. The plaintiff in his emplaint alleges that Ann Eliza Crouse, in April, 1855, was a widow lady, unmarried, residing in this city, possessed of ample fortune and means, good paysical health and hedily vigor, good reputation and of an amorons and affectionate disposition, and being tired of her lorely way of living, and desirous of obtaining a good husbard, whom she could love and honor, ap-plied to him (plaintiff) to obtain for her a saitable husband, promising that if he would make her acquainted with some man of good character, and a fortune equal or nearly equal to here, and if she married the man so presented, she would pay plaintiff the rum of \$1 000. In pursuance of this agreement, plaintiff procured John Cummings, of Carajoharle, Montgomery County, this Siste, to come to the city; but it appears that he did not suit the widow, as the complaint states shat she

should receive what he so much needed, the sum of \$1,000, procured his kinsman, the said Geo. Crouse, who then resided in Madison County, to come to the city, where he was introduced to Ann Edza, and subsequently, in the Spring of 1858, married her. Plaintiff asserts that it was by this introduction that the parties were married, and he now sues the twain for the sum of \$1,000 promised for his services. The deferdants demorred to the complaint, on the

hid not marry him. Plaintiff next induced a "soger"

from Saratog's County to come to the city-a Major

long courtable, the contemplated engagement with

she so much warred a husband, and that he (plaint ff)

ground that it did not state facts sufficient to constitute a cause of action; and the defendants' counsel argued that the claim was against public policy; that it was a system of brokerage not recognized in common law, and was void, as being against good morals, The Judge took the papers, and reserved his de-

Chatfield & Briggs for plaintiffs; Stanley a Sylves-

ter Lay for defendants.
In Chambers-March 8.-Before Judge CLERKE.

Johnson P. Lee, et al., agt. Geo. Huschfeld.—Mo-ion to set saide order decided without costs. Chas. T. Cromwell agt. Abraham L. Cox, et al.— Intend for a Commissioner denied, with \$5 costs.

Motion for a Commissioner denied, with #50 costs.

SUPREME COURT—CHACUT—March 2.—Before Judge
ALLEN.

THE HIPPODROME PROPERTY.
Channesy Barnard agt John B. Mount.

Plaintiff, a real-cetate broker, sues to recover the sum of #2,500 as commission due bin for disposing of the lots commonly known as the Hippodrome property. The defendant delified the claim. The case has been tried once before. After the testimoty on behalf of the plaintiff was closed, on defendant moved for a non-sult. The Judge granted the metion in order to send the question to the descent Term, on matters of law, to decide whether the Statute of Fannis applied to the employment of brokers and consequently to their right to commission. The Judge ruled that a claim of \$61,00, inside that around a contract actually inside between buyer and subjer, was unfounded, holding that the broker's plaintiff 9 employment terminated with the fainer to complete the contract for the wands on the Alat of May, 1955, previous to the consumentation of the contract for part of the lots on June 9, 1955.

Horace Saturad and Wey M. France of the lots on June 9,

Horsee Baruard and Wm. M. Evasts for plaintiff. Edgar Losan and James W. Gerard for defendant.

The Bank of Wilmington, N. C., sgt. Robert G. Barnes.

Plaintiffs sup to recover from defendant \$38,500.

Their complaint sets forth that pilot to May, 1855, they had discounted the notes and drafts of Bateman & Rudderow, a commission from in this etty, and that about that time they became
doubtful of the hability of said fire, and refused to discount any
more notes for them. Subsequently plaintiffs sent an agent to
this city to acquire information relative to the resonces of the firm and at an interview between the agent and Bateman &
Rudderow. the defendant Barnes was present and represented
himself as a disinterested party, and stating that the first was
werth about a 40.000 above their liabilities. The arent reported
this fact to the bank, which, relying on the falls of the reservantations of defendant, constoned to discount the default of Sidemon & Rudderow to the amount stated above. Subsequently
the bank falled, and plaintiffs silege that the defendant was a
member of the firm on the time he made too representations in
question, and at about the same time be withdrew from the firm
but still reachined its capitat therein. The plaintiffs was him on
his representations that the firm was responsible. Defendant put
is a vertal default Case will one. Fullerious & Duming for

RUFREME COURT-CHAMBERS-MARCH 1-Before Judge

SUPREME COURT—CHAMBERS—MARCH 3—Before Judge Ingraham.—OFFSTONS.

Abrahams art. Mischell et al.

The defendant, Mitchell, was a non-resident, and provedings were communiced assistant as such to forcelors a cortage. After the order of publication was served, the summor and composite, were alreged to have been acreed personally on the first July. 1839, in New Jersey. The published and deposit of a letter in the Post-Office was omitted, and judgment was entered in October, 1856.

The question is submitted on this motion whether the publication of the communerment of the action and the deposit of notice in the Post-Office is rendered unnecessary by the personal service of the summons and complaint on the defendant out of the State.

State, rds of the statute are, "personal service of a copy of summons and complaint out of the State, is equivalent blustion and deposit in the Post-Odice. The natural emery understanding of this provision is that personal set to f the State, takes the place of publication and depos-ed of the Technology of the position of the pro-

out of the State, takes the place of producation and deposit in the Fort-Office. The object of the publication, as wall as of the notice by mult, is to inform the defendent that the action assisted the notice in the form the defendent that the action has been commonced. This becomes unrecessary, if the defendent is notice in my other way. By personal service out of the State of the summore and complaint, it cannot be doubted that the defendant is more certainly informed of the commencement of the action, that also would have been by a publication in the paper which she might never receive.

The case of Litchfield at Burwell and others, 5 Howard Pr., p. 348, holds that personal service out of the State merely dispersive with the service by mall, and that the order for publication and actual publication is still necessary. In Tominam aga. Van Venhten, I Code Rep. N. 7, 6.7, the contrary was held, and it was there decided that personal service out of the State was equivalent to the publication of the summons and deposit of the summons and complaint in the Post-Office.

The latter seems to me to be in accordance with the statute—where the defendant is cut of the State, no jurisdiction over him can be obtained except by writtee of these provisions. The statute, there from must be stricely followed. This provides that where the defendant has the site, to jurisdiction over him can be obtained except by writtee of these provisions. The statute, therefore, must be stricely followed. This service is not complete until the time of publication as directed by the order has appear and answer, and after the twenty days have expired, the plantiff may take judgment.

The statute their provides an equivalent for the publication and deposit in the Post-Office. The publication of the statute that provides an equivalent for the publication and deposit by a paraculal service of the summons and complaint out of the State; but in either case, this only complete, and it follows, therefore not service out of the State, the service is to

I feel constrained to deny this motion, because neither of the grands of which its made is beautife. In doing so, however, I am not disposed to exclude the defendant, I on farther examination she can setablish ber absence from New-Jersey on the day the summon was alresed to be served.

The circumstances desalties by the disclose a hard mass, but

The diremmatances detailed by her disclose a hard case, but me from which it is difficult to relieve the defendant, on account of her own laches. If said the motion been made at once, she might have been relieved, but after waiting till the property has been sold, and has passed by conveyance to third parties, it seems to be very late to apply for relief.

The motion is deales, with \$15 costs, without prejudice to a reasonal of the motion on the ground of want of service of process, if so advised.

Henry G. Dumell et al. agt. Eugene Keteltas et al.

The late is the contained on a granted in this case, re-

ces, it as advised.

Henry G. Duomell et al. agt. Eugene Keteltas et al.

In 1850, an injunction was granted in this case, restraints the defendant from adopting any proceedings to be an observation to the defendant from adopting any proceedings to be all the season of the defendant from adopting any proceedings to be a season of a spiriting upon the ground that the defendant factorize, had refused to appoint an appraiser to value the buildings according to the provisions of the lease.

This injunction the defendants now move to dissolve.

The notion is made in consequence of a decision of the Corn of Appents in June last, in Mason ast. Keteloss, 17 N. Y., licentry of it, in which that Court heat, in constraining the same envenants as the present one, that the point of order ground of equity prefetchion; that the only rainedy of the pastunins was by an action at law to recover damages for a treach of the coverant contained in the issue. As this decision concess from the highest Court in the State, it is the law of the ind, and centrels all infector Courts. The importance and extent of a decision which holds that in lease containing covernments to appeals the building and pay the value for them, or give a increased of the buildings and pay the value for them, or give a increased in the lease, for a further term, the lease into no other remery limits as action for Gamages to obtain componenties for his improvements, may seed cause alarm to the holders of leases of lots in this dry upon which show was exceed couly bouses, if, upon the expiration of such leases, their sole tennedly for componenties in a tenter for a factorized configuration.

of leases of lots in this city upon which they have eracted couly bouses, if, upon the expiration of such leases, their sole tennedly for compression is an action for damages, it may be against an irresponsible person.

I see, however, he ground under that decision upon which the humotion can now be sustained. The Court notice the issues cannot have a renewal because there is no appraisal, and that the Court cannot compel an appraisament, because in deling so the decision would be in conflict with the policy of the common law, which permits quarties in all cases to revoke a submission to arbitration siready made.

This decision study bands.

blishes that the plaintiffs are not entitled to while Stephens was out; I saw something dark colored any longer continuing the injunction.

Mation to disreive injunction granted, \$10 costs, to abile

Metion to dissolve injunction granted, \$10 costs, to ability over.

Brainard agt. McGuire et al.

I do not see that the property of McGuire & Evans have an claim on the property in question. They might, after they became, judgment credit ure, have contested the equilible interests which the defendants and therein by proper proceedings, if taken before the Gourt had vested the start in the Receiver. Not having taken any such proceedings, the legal and emitable title both passed to the Roceiver as apparent, and he can give a good title, therefore, to the purchase.

There is a non-creating of deciding on the mosting whether the wife of McGuire could have even an equitable right of dave in the promines in order to emable the Receiver to give a good title. The whole of the legal estate is in him, and my deed will make the property to the purchase. If the wide has any claim to the property to the pirchase. If the wide has any claim to court of Faquty. Her rights will be fully protected by an order sincetting the Receiver, before distributing the proceed, to apply to the Gourt for an order distributing the same, and or manh application, that the wife be musticd thereof and to make her claim for such part of the proceeds of the half or the may be entained to by way of dower.

An order in accordance with the above may be prepared.

Hegen agt. Hoys and wife.

I see nothing in the papers on which this motion is found to the court of the for any text me to expect the paperts on which this motion is

An other in accordance with the above may be prepared.

Hogan agt. Hoys and wife

I see nothing in the papers on which this motion is founded to search me in granting the notion.

There was no irregularity in continuing the advectisement. Conceding it was a vicinition of the injunction, still it do not affect the regularity of the proceedings, and the order of the faction requirates the injunction permitted it, as that no publishment even could have been imposed on the Sheriff for the satisfies the satisfies a silent of the satisfies the satisfies and allent. The object of the satisfact pays the martegate debt; and if the purchaser pays the money, the end is attained, whether the purchaser is an allent or not.

The objection to the price is not sufficient, as there is no offer in the papers to bit asything more. This is always necessary where a party moves for a reade on that ground. The injunction as modified oid not stay the sale. It expressly allowed the plaintiff, to proceed. It was not recessary, after judgment, to substitute Rescent as attorney. Any attorney not on record may proceed to exacute the judgment. The main question in the case is whether the analyses of the judgment would proceed to make the object of taking the surface. Such is understand, was the object of taking the surface.

Freeman, who was introduced to Ann Eliza. After a him was broken off, and she did not marry Freeman. Plaintiff intending that Ann Eliza should have what-

The main question in the case is whether the assignees of the judgment could proceed to enforce the payment without a new action. Such I understand, was the object of taking the assignment of the judgment.

The Morae auxanced to the plaintiffs in the foreclosure sail, and took the assignment of the judgment as accurity. The assignment of the judgment as accurity. The assignment of the judgment as accurate, the rules as I understand it, but that where a assignment of a judgment is taken by way of security, the party holding it may enforce his accuratly by proceeding upon the judgment, if the money is not paid.

As the defendant has appealed from the order vacating the As the defension has appealed from the order vesiting the frameton in part, he will have that order reviewed by the dealers Term, as well as have the right to try the questions in the action in which that injunction was granted, which released the questions presented on this metion in a form in which they can be batter clapsed of than on all fartle.

The motion is set aside the sale is desired, and the motion to set aside the sale is desired, and the motion to set aside the sale is desired, without costs on either motion to be action; motion to be saided to the sale granted, without costs on either motion to be saided to the said of the sale granted.

confirm the Sheriff's report of and practice, wholes, either method.

Refers Judge Surnkhland.

Refers Judge Surnkhland.

The motion made before me at Chambers in this case must be deciled.

The the cry of the complaint, and of the picintiff's rights, are all wrong, and the judgment in the action is probably irregular and void, but I do not think it can be proposed as jour this method, or on the more motion or petition of any party interested. It should be by action, I think.

The children of Richard Kixon, the testator, took, under the

will many, for had.

The devise is to executors in trust. The executors took the
lens devise is to executors in trust. The executors such that no legal
exists or interest in the premises expands of partition.

By the clean of all the executors manned to the will, the trusts
of the will have elevalved on this Court, who can appeint a trustee
or trustees, expands of giving a good title.

I am rather at a loss to know who makes this motion; whether
it is the perchaser under the judgment, or his assignte, or the
morrange of the assignce. But it is probably unde for the benefit of the morrange.

This matton must be denied, without costs, but the moneys, the process of the sale of the premises under the judgment, tow it the hands of the Kaferce and is the hands of the storing for the pidnitif, must be retained by them for 30 days, and the order new in force restraining them, from paying over such moneys count be continued in force and effect for 30 days, and in the mean time the purchaser, his assignce or the mortgages of the assignce in good faith, may, upon delivering up the passession of the premises now held under the judgment and sale, commence an action to est saide the judgment and sale, for a return of the perfuse money or so much as may not have been paid over the the parties to the action, for the apprintment of a Trustee, and for such other or further relief he or they may be advised make-

UNITED STATES CIRCUIT COURT-MARCH S. - Before

Wm. Earnes was tried for smurgling watches, and a versict of guilty was reddered by soment of his counsel. The Crart ordered the accused to pay a fine of \$50.

The Grand Jury presented indictments against the following persons:

Howing persons:

John Clare, for passing counterfeit coin.

Michael Doody, for the same offense.

Henry Builed, second mate of the ship Wild Pigeon, for crus

ed unismat punishment. Commins Balge, for passing counterfeit coin. John Lloyd, indicted for passing false invoices, leaded not guilty, and his case was put over to the April Terms.

SUPERIOR COURT-CHAMBERS-Mason S.-Bafore Julge Wm. B. Scott et al. agt Jonathan T. Johnson,—

SUREOGATE'S COURT-MARCH S. - Sefore Mr. EDWARD &

WEST.

WILLS OFFERED FOR PHONATE.

Reuben Caslip, circulor returnable March 11.
Constance Eliza Tomalat citation returnable March 14.
Maria C. Johnson, citation returnable March 12.
John Backnafer, citation returnable March 14.
Thomas Miller, citation returnable March 14.
Catharine Moore, citation returnable March 17.
Catharine Moore, citation returnable April 19.
Elizabeth Cleu. citation returnable April 7.

jasbeth Gleu, citation returnable April 7.
WILLS ADMITTED TO PROBATE.

Daniel P. Fry.
Jacob P. Giraud,
Lewis Ley,
Ramnel S. Jordan,
WILL OF HERMAN WEISSENDRN.

Deceased was a passenger on board the ill-fated star Austria. His will was similted to probate this marning. Surfacested deciding that the evidence was sufficient to want the preveneption that deceased perialed by the burning of stemphilis.

COURT OF COMMON PLEAS-MARCH &- Before Judge Henry Solms agt. Laurent Liss.

This action was brought to recover the sum of \$750 damages. Plaintiff was the owner of No. 13 Clinton-street, in this city, where he carried on a browery. The defendant was the owner of the premises next door. On the source and lot of the latter there was a sink, which the pisintiff alleges and the contract of the contract of the latter there was a sink, which the pisintiff alleges and the contract of the contr

COURT OF GENERAL SESSIONS-MARCH S.- Before &

Bridget Boyle pleaded guilty to petit larceny, in tealing slik dresses, and was sentenced to the City Prison for

stealing slik dresses, and was sentenced to the City Prison for Codes;

Daniel Dempsey, pleaded guilty to an attempt at grand larceny, and was sentenced to the Penthentiary for I year.

Christopher Mogne, was convicted of torgary, in the fourth degree, and sent to the Penthentiary for 2 years

I same Haistead, convicted some months any for an attempt at grand larceny, but then allowed to go, on condition of his refourning, was brought up, he having continued his disreputable career, and sentenced to the State Prison for 2 years.

James Marphy, convicted of burgary, was sent to the State Prison for 2 years. He is young in years, but old in orders.

Geo. When and Lewis Bonet, convicted of burgiary, was sent to the State Prison for 2 years. The Court then adjourned for the day.

COURT OF SPECIAL SESSIONS-MARCH 2-Reform June COURT OF SPECIAL SESSIONS—MARCH 3.—Before Justices Brownell, Walsh and Ossows.

Bridget Coffee, stealing clothing and money; Penitentiary two months. Andrew Demarcst and George Hanking stealing a horse blanket; remanded. Joseph Fontano, assailing and battery, Penitentiary six months. Burn Gordon, stealing attain rods; Penitentiary six months. Martin Hay, stealing hank notes and notes; judgment suspended. Timothy Kennedy, stealing is pounds to bacous; judgment suspended. James Kiernan, stealing a stawl; Penitentiary six months. Mary lynch, stealing a place of cadeo; Penitentiary three mouths. Farrick McNulry, assails and battery; Penitentiary two months. Anne Minne, assails and battery; fined \$5. Dattel Malay, assails and abter y; Penitentiary two months. Anne Minne, assails and bettery; fined \$5. Dattel Malay, stealing the other remanded. Arism D. Reynolds, stealing three gold pencils and other articles; Penitentiary two months. James Mayers, stealing a boat; Penitentiary six months. James Mayers, stealing a boat; Penitentiary six months. College Calendare, stealing pantaloons; Penitentiary three menths. Addison Jackson, stealing pantaloons; Penitentiary six months.

COURT CALENDAR-THIS DAY. SUPREME COURT-SPECIAL TERM.-Nos. 48 to 66.

23. Superior Court.— Nos. 443, 55, 227, 462, 133, 561, 564, 556, 571, 572, 582, 601, 1644, 1645, 587, 582, 590, 591, 593, 594, 597, 600, 603, 604, 606, 607, 610, 611, 613, 614, 618, 617, 621, 624,

Superior Court—Extra Day Calendar—To be

called in Supreme Court Grouts room, No. 16, 3d flaor.—No. 180, 5 6, 534, 537, 538, 554, 559, 569, 568, 568, 512, 556, 529, 548, Country Plass.—Part I.—Nos. 686, 727, 516, 328, 321, 387, 745, 761, 383, 767, 770, 771, 772, 59, Part II—Nos. 246, 342, 267, 247, 711, 258, 506, 580, 581, 707, 755, 756, 1195, 624.

BROOKLYN ITEMS.

THE NEW FERRY COMPANY .- At last the contro versy between the Long Island Ferry Company (the new learness of Pack-slip Ferry) and the old Pack-slip Company has been settled by the old Company re-Company has been received by the new Company at the price offered by them, and the Long Island Ferry Company have purchased and will commence operations on the property at the foot of South Eighth street, where they will erect a double slip and run the boats to Peck slip. Until new boats can be built the? intend to charter a sufficient number to run their terry by the first of May.

The price demanded by the old Compeany for the

landed property at the foot of South Seventh street and the houses at Peck slip and Grand street was about \$150,000. This it is understood George Law agreed to give, but the new Company thought ift was not worth, that and wished to leave the price to sarbitration, which the old Company would not consent, to. The old Company wasted from \$12,000 to \$14,000 for each of their boats, and the new Company did not think